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August 24, 1988

RECORDATION NO. 15644-F

AUG 30 1988-11 15 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section §11303(a) of Title 49 of the United States Code and the rules and regulations thereunder are three (3) executed copies of a First Amendment to Security Agreement dated as of August 19, 1988.

The amendment is to a Security Agreement dated as of May 19, 1988 by and between Helm Financial Corporation and Westinghouse Credit Corporation recorded at ICC recordation number 1 5644.

A general description of the additional railroad equipment covered by the enclosed document is:

<u>DESIGNATION</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>CAR NUMBERS</u>
HT	100 ton, 3,433 cubic foot, capacity, open top hopper cars built in 1978 by The Chessie Corporation	50	HLMX 7200 - 7206, inclusive HLMX 7208-7224, inclusive HLMX 7226-7228 inclusive HLMX 7230-7232, inclusive HLMX 7534-7537, inclusive HLMX 7539, HLMX 7541-7543, inclusive, HLMX 7545-7549, inclusive, HLMX 7551-7557, inclusive.

The names and addresses of the parties to the enclosed documents are:

First Amendment to Security Agreement dated as of August 19, 1988.

DEBTOR: Helm Financial Corporation
One Embarcadero Center
Suite 3320
San Francisco, CA 94111

SECURED PARTY: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, PA 15219

A fee of \$_____ is enclosed. Please return the originals and any copies not needed by the Commission for recordation to me.

A short summary of the document to appear in the Index follows:

First Amendment to Security Agreement between Helm Financial Corporation, debtor, One Embarcadero Center, Suite 3320, San Francisco, CA 94111 and Westinghouse Credit Corporation, secured party, One Oxford Centre, Pittsburgh, PA 15219, dated as of August 19, 1988, and covering 50 remanufactured railroad cars, numbered HLMX 7200-7206, inclusive, HLMX 7208-7224, inclusive, HLMX 7226-7228, inclusive, HLMX 7230-7232, inclusive, HLMX 7534-7537, inclusive, HLMX 7539, HLMX 7541-7543, inclusive, HLMX 7545-7549, inclusive, HLMX 7551-7557, inclusive.

You are hereby authorized to deliver any executed copies of the Security Agreement not needed by the Commission, with filing data noted thereon, following recordation, to the representative of Messrs. Sidley & Austin, who is delivering this letter and said enclosures to you.

MCCANN, GARLAND, RIDALL & BURKE

By *McCann Garland R. Hall & Burke*

Enclosure

07LT27/68

AUG 30 1988 11 15 AM

INTERSTATE COMMERCE COMMISSION

First Amendment To Security Agreement

The First Amendment is made as of this 19th day of August, 1988, by and between Helm Financial Corporation, a California corporation ("Borrower") and Westinghouse Credit Corporation, a Delaware corporation ("WCC").

WHEREAS, on May 19, 1988, Borrower and WCC entered into a Security Agreement ("Security Agreement") under which WCC made available to Borrower a loan in the amount of \$1,244,391.40. The above described indebtedness was secured by a continuing security interest in certain of Borrower's Equipment, Lease Agreements, Purchase Order with Bethlehem, RMI Agreement and proceeds, all as defined in the Security Agreement, and was evidenced by Secured Note ("Promissory Note") in the face amount of \$1,244,391.40.

WHEREAS, Borrower and WCC have agreed to amend the Security Agreement as further set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound, the parties hereto agree as follows:

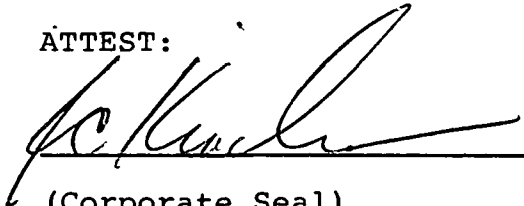
1. Schedule A to the Security Agreement is hereby amended by including as additional Equipment the equipment set forth in Exhibit 1 attached hereto. The original Equipment designated in Schedule A to the Security Agreement shall remain as Equipment and Collateral pursuant to the terms of the Security Agreement.

2. All terms used in this Second Amendment defined in the Security Agreement shall have the meanings set forth therein except as otherwise specified hereunder.

3. Except as otherwise specifically set forth herein, all other terms of the Promissory Note, and all other terms of the Security Agreement, and other loan documents referenced therein, including, but not limited to, the Collateral Assignment of Leases, shall remain in full force and effect as originally executed.

IN WITNESS WHEREOF, this First Amendment is duly executed as of the date and year set forth above by the undersigned duly authorized representatives of Borrower and WCC.

ATTEST:


(Corporate Seal)

HELM FINANCIAL CORPORATION

By: 

Name: William M. PETERSON

Date: 8-19-88

ATTEST:

(Corporate Seal)

WESTINGHOUSE CREDIT CORPORATION

By: 

Name: William A. Orr

Date: 8-23-88

0746/Z

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS.

On this 19th day of August, 1988, before me, personally appeared William M. Peterson, to me personally known, who being by me duly sworn, says that he is a Executive Vice President of Helm Financial Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Elena F. Gary
Notary Public

(SEAL)

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS.

On this 23rd day of August, 1988, before me, personally appeared William A. Orr to me personally known, who being by me duly sworn, says that he is a SR. INVESTMENT MANAGER of Westinghouse Credit Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joann B. Klingler
Notary Public

JOANN B. KLINGLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAY 6, 1991
Member, Pennsylvania Association of Notaries

(SEAL)

0746/Z

Schedule 1

Description of Equipment - (continued)

Fifty (50) 100-ton, 3,433-cubic-foot capacity, open top hopper cars built in 1978 by The Chessie Corporation, as further described below:

NEW ROAD NUMBER		OLD ROAD NUMBER	
HLMX	7200	UMP	7200
HLMX	7201	UMP	7201
HLMX	7202	UMP	7202
HLMX	7203	UMP	7203
HLMX	7204	UMP	7204
HLMX	7205	UMP	7205
HLMX	7206	UMP	7206
HLMX	7208	UMP	7208
HLMX	7209	UMP	7209
HLMX	7210	UMP	7210
HLMX	7211	UMP	7211
HLMX	7212	UMP	7212
HLMX	7213	UMP	7213
HLMX	7214	UMP	7214
HLMX	7215	UMP	7215
HLMX	7216	UMP	7216
HLMX	7217	UMP	7217
HLMX	7218	UMP	7218
HLMX	7219	UMP	7219
HLMX	7220	UMP	7220
HLMX	7221	UMP	7221
HLMX	7222	UMP	7222
HLMX	7223	UMP	7223
HLMX	7224	UMP	7224
HLMX	7226	UMP	7226
HLMX	7227	UMP	7227
HLMX	7228	UMP	7228
HLMX	7230	UMP	7230
HLMX	7231	UMP	7231
HLMX	7232	UMP	7232
HLMX	7534	UMP	7534
HLMX	7535	UMP	7535
HLMX	7536	UMP	7536
HLMX	7537	UMP	7537
HLMX	7539	UMP	7539
HLMX	7541	UMP	7541
HLMX	7542	UMP	7542
HLMX	7543	UMP	7543
HLMX	7545	UMP	7545
HLMX	7546	UMP	7546
HLMX	7547	UMP	7547
HLMX	7548	UMP	7548
HLMX	7549	UMP	7549
HLMX	7551	UMP	7551
HLMX	7552	UMP	7552
HLMX	7553	UMP	7553
HLMX	7554	UMP	7554
HLMX	7555	UMP	7555
HLMX	7556	UMP	7556
HLMX	7557	UMP	7557